



Notice to End Tenancy

To determine how much notice is required, it is first necessary to determine whether you are able to establish a valid reason to end the tenancy in a shortened 14-day timeframe (known as having “cause”).

PERIODIC TENANCY

Ways for a Landlord to Give Notice to End a Tenancy

In cases where a landlord has:

- a monthly tenancy, they must give the tenant **two** full rental months of notice;
- a yearly tenancy, the notice period is **three** full rental months;
- a weekly tenancy, the notice period is **one** full rental week; or
- any other period of tenancy (i.e. not weekly, monthly or yearly), the notice period is **two** full rental months.

How to serve the notice:

- By leaving a copy with the tenant, the notice is considered served the same day.
- By attaching a copy to the front door or other noticeable place of the tenant’s rental unit **and** also by sending a copy by mail (ordinary or registered mail) to the address. The notice is considered served five full days after the mailing date.
- By sending a copy by **registered** mail to the address of the rental unit or to a forwarding address provided by the tenant. The notice is considered served five full days after mailing.

- As ordered by the Residential Tenancies Office (RTO) (i.e. substituted service in cases where it is not possible to serve the tenant using the regular required means).

NOTE: Sliding the notice under the door or using email are not acceptable means of serving documents under the RLTA (unless you obtain an order for substituted service from the RTO).

A tenant may be able to dispute the notice by making application to the RTO within ten days of receipt.

Ways for a Tenant to Give Notice to End a Tenancy

In cases where a tenant has:

- a monthly tenancy, they must give **one** full rental month of notice to the landlord;
- a yearly tenancy, the notice period is **three** full rental months;
- a weekly tenancy, the notice period is **one** full rental week; or
- any other period of tenancy (i.e. not weekly, monthly or yearly), the notice period is **one** full rental month.

NOTE: The RTO will not view a tenancy as terminated if the landlord attempts to terminate the tenancy and subsequently enters into a ‘new’ tenancy agreement with the same tenant within the specified periods listed:

- 7 days for a weekly tenancy;
- 14 days for a monthly tenancy; or
- 30 days for a tenancy that is longer than monthly.

The tenant must ensure the landlord receives **written** notice in one of the following ways (this is called “service”):

- in person on or before the day rent is due (generally this is the last day of the previous month because rent is typically due on the first day of the month);
- may also be delivered to someone who acts as an agent for the landlord; or

NOTE: The notice must be hand-delivered to the landlord or their agent. It cannot be left in a mailbox or put under a door.

- by mail (either **ordinary** or **registered**), it will be considered delivered (served) five full days after it is mailed.

NOTE: Registered mail is preferable as it provides the tenant with a receipt to prove the date on which it was mailed.

The tenant should always keep a record of how the notice was served, including where and when it was delivered.

Landlord’s 14-Day Notice for Cause

A landlord may give 14 days’ notice to end a tenancy for one or more of the following reasons:

- the tenant does not pay the security deposit within 30 days of the date stated in the tenancy agreement;
- the tenant has not repaired damage as required within a reasonable time;
- for repeated late payment of rent;
- the tenant has breached the tenancy agreement and has not corrected the breach in a reasonable time after receiving a demand letter to do so;
- the tenant or the person permitted by the tenant has seriously affected another occupant, the landlord or an adjacent neighbour with significant interference or unreasonable disturbance;
- the tenant knowingly gives false information to a prospective tenant or buyer;
- seriously jeopardizes health or safety or lawful right or interest;

- puts the landlord’s property at significant risk;
- the tenant or person permitted by the tenant has engaged in illegal activity that has caused or is likely to cause damage to the landlord’s property;
- the tenant or person permitted by the tenant has negatively affected or is likely to affect the quiet enjoyment, security, safety or physical well-being of another tenant, occupant, landlord or adjacent neighbour;
- the tenant or person permitted by the tenant has jeopardized or is likely to jeopardize a right or interest of another tenant, occupant, landlord or adjacent neighbour;
- the tenant has not complied with an order of the RTO within 30 days of receipt or the date specified in the order, whichever is later; or
- the tenant or person permitted by the tenant has caused extraordinary damage to the property.

However, a landlord must provide the tenant with a reasonable time period to remedy the situation.

NOTE: Reasonable time depends on the situation.

If they have a valid reason, a tenant can dispute the notice by applying to the RTO for dispute resolution **within five days** of receiving the notice. It is important to take the correct steps.

If the tenant does not apply for dispute resolution, the tenant is considered to have accepted that the tenancy ends on the date set out in the notice and must vacate the unit on the stated date.

Writing a letter or talking to the landlord is not enough and will not extend the five-day deadline.

*NOTE: If a tenant fails to pay rent on a single occasion, a landlord may give a 14-day notice. However, if the tenant pays all the outstanding rent **within five days** of receiving the notice, the notice becomes void and the tenancy continues.*

A tenant who does not pay the rent or dispute the notice within five days must move out on the date stated in the notice (not less than 14 clear days from the date they are served).

Tenant's 14-Day Notice for Landlord's Failure to Comply with Tenancy Agreement

If the landlord breaches a material term of a tenancy agreement, the tenant may end the tenancy with 14 days' notice, so long as they give the landlord a reasonable period to correct the situation.

NOTE: The requirements for service of a 14-day notice are similar to one- and two-month notices except that the 'cause' or reason for the termination of the tenancy (which must be a breach of a material term of the tenancy agreement) must be clearly stated in the notice. Additionally, the date when the notice takes effect (i.e. the date tenancy ends) must be clearly stated in the letter (this date cannot be less than 14 full days from the date the notice is served).

If you are not using the 14-day notice period, the next step is to determine the type of tenancy you have.

Fixed-Term vs. Periodic Term

There are two main categories of tenancies under the *Residential Landlord and Tenant Act (the "RLTA")* – **fixed-term** or **periodic**. A tenancy agreement must clearly specify which one of these two categories the tenancy is. Both types of tenancy must have a clear start date.

A **fixed-term** tenancy agreement must clearly state the date the tenancy ends, and whether the tenancy may continue as a periodic tenancy or for another fixed term after that date, or whether the tenant must vacate the rental unit on that date.

If the tenancy is a **periodic tenancy**, it must state whether it is on a weekly, monthly, yearly or other periodic basis. The periodic tenancy does not have a predetermined end date. It is a period of time (typically a month or a year) which repeats and continues indefinitely until either the landlord or the tenant gives the appropriate written notice to end the tenancy (see below). If neither party gives the appropriate notice, the tenancy does not end.

Requirements of Notice to End a Tenancy:

- in writing;
- signed and dated by the party giving notice;
- clearly state the address of rental unit; and
- state the effective date of the notice when the tenancy ends (i.e. the move out date).

Periodic Tenancies – Notice Timelines (How to Make Sure the Notice Follows the Proper Timeline)

ONE-MONTH NOTICE [TENANT] AND TWO-MONTH NOTICE [LANDLORD]

In the case of a monthly tenancy, a tenant can serve the landlord with a **one**-month notice to end the tenancy without needing cause (in other words, no reason is required). However, a landlord must serve the tenant with a **two**-month notice.

It is important to note that both the one-month and two-month notice periods do not necessarily start the day the notice is served. A month's notice must cover a full rental month (which is not necessarily a calendar month depending on the rental period).

The one-month notice period begins running the **day before rent is due**. [Example: If rent is due July 1, the one-month notice would have to be served on or before June 30 and the month of July would represent the full rental month notice period meaning the tenancy would end on July 31].

A two-month notice is the same as the one-month notice except that it must cover two full rental months. [Example: If a notice is served on or before June 30, and rent is due on July 1, the tenancy would end on August 31].

YEAR-TO-YEAR TENANCY

In the case of a yearly tenancy, both the landlord and tenant must provide three full rental months of notice. [Example: If notice is served on or before June 30, and rent is due on July 1, the three rental months would be July, August and September. Therefore, the tenancy would end on September 30].

OTHER TIMELINES AND EXCEPTIONS (NOT PERIODIC TENANCIES)

Fixed-Term Tenancy

When the tenancy is for a **fixed-term** and the end date is clearly specified in the tenancy agreement, neither the tenant nor the landlord can change the date the tenancy ends unless both parties agree. When the tenancy ends on the specified date, no notice is required from either party.

Mobile Home Site Change in Use

If a landlord intends to convert all or a significant part of a mobile home park to a non-residential use or a residential use other than a mobile home park and gives notice for that reason, a full 18 rental months of notice is required to end that tenancy.

Condominium Conversion

If a landlord gives notice to end a tenancy for a rental unit which is being sold as a condominium unit or part of a condominium unit, the required notice is a full six rental months.

Tenant Ceases to Qualify for Subsidized Housing

A landlord may serve a **one**-month notice (as opposed to the usual two months) to end the tenancy if the tenant ceases to qualify for a subsidized rental unit. The tenant may dispute the notice by applying for dispute resolution within ten days after receiving notice.

Disputing a Notice to End Tenancy

A tenant who legitimately believes a notice to end a tenancy is not in compliance with the RLTA can apply for dispute resolution, asking for the notice to be set aside. If the tenant does not dispute the notice by the appropriate deadline, the tenancy ends on the date specified in the notice.

TYPE OF NOTICE	APPLICATION FOR DISPUTE RESOLUTION
14-day notice	within five days of receiving the notice
Two-month notice	within 10 days of receiving the notice
Three-month notice	within 10 days of receiving the notice

For More Information:

STREET ADDRESS:
1st floor
307 Black Street
Whitehorse, YT

MAILING ADDRESS:
Government of Yukon
P.O. Box 2703 C-7
Whitehorse, YT Y1A 2C6

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